



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AV-0**

December 16, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT NO. 2 TO LEASE AGREEMENT NO. 67956 BETWEEN
THE COUNTY OF LOS ANGELES AND FLEET AVIATION SERVICES
AND TRAINING, INC., TO PROVIDE FLIGHT TRAINING AND AIRCRAFT
MAINTENANCE SERVICES AT EL MONTE AIRPORT, CITY OF EL MONTE
SUPERVISORIAL DISTRICT 1
4 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this lease amendment is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chair to sign the enclosed Amendment No. 2 to Lease Agreement No. 67956 between the County of Los Angeles and Fleet Aviation Services and Training, Inc., to reduce the lease parcel from 2.32 acres to 2.02 acres with a corresponding reduction in rent to \$3,982.28, to become effective on the date of Board approval.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

We are recommending that your Board approve and instruct the Chair to sign Amendment No. 2 to Lease Agreement No. 67956 between the County of Los Angeles and Fleet Aviation Services and Training, Inc., to reduce the lease parcel from 2.32 acres to 2.02 acres with a corresponding reduction in rent to \$3,982.28, to become effective on the date of Board approval. We are also recommending that your Board find that this amendment is exempt from the provisions of CEQA.

On January 3, 1995, your Board approved Lease Agreement No. 67956 between the County of Los Angeles and Fleet Aviation Services and Training, Inc., to provide flight training and aircraft maintenance services for a term of five years with two 5-year options and a termination date of December 31, 2009. On September 3, 2002, your Board approved the addition of a third 5-year option to the original lease term with a new termination date of December 31, 2014. The lessee has requested a reduction in leased area with a corresponding reduction in rent, and our airport management contractor, American Airports Corporation (AAC), and we concur. Therefore, an amendment to the lease is required.

Implementation of Strategic Plan Goals

This action is consistent with the Strategic Plan Goal of Service Excellence as approving this lease amendment will provide continuous quality airport services for airport users at El Monte Airport.

FISCAL IMPACT/FINANCING

AAC will collect the revenues. As provided for in our Airport Management Contract Agreement, AAC will continue to distribute 42 percent of the lease payments into the Aviation Enterprise Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This lease amendment has been reviewed from a legal standpoint and approved as to form by County Counsel.

This lease amendment is authorized by Government Code § 25536.

ENVIRONMENTAL DOCUMENTATION

The proposed lease amendment is a categorically exempt project, as specified in Class 4 (j) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

It is not applicable for this amendment.

The Honorable Board of Supervisors
December 16, 2004
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services by this action.

CONCLUSION

The original and three (3) copies of the lease amendment, executed by Fleet Aviation Services and Training, Inc., are enclosed.

1. Please have the Chair sign the original and all copies, and return three (3) fully executed, original signature/stamped copies to the Aviation Division.
2. It is further requested that conformed copies of the amendment be distributed to:
 - a. County Counsel
 - b. Auditor-Controller, General Claims Division
 - c. Assessor, Possessory Interest Division

Respectfully submitted,

DONALD L. WOLFE
Interim Director of Public Works

TAG:hz
F.A.S.T. AMENDMENT 2/B-2

Enc.

cc: Chief Administrative Office
County Counsel

**AMENDMENT NO. 2 TO LEASE NO. 67956
TO PROVIDE A FIXED BASE OPERATION**

AT

EL MONTE AIRPORT, EL MONTE, CALIFORNIA

THIS AMENDMENT NO. 2 TO LEASE NO. 67956 for a fixed base operation at El Monte Airport is made and entered into this _____ day of _____, _____,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as "County"),

AND

FLEET AVIATION SERVICES AND TRAINING, INC. (hereinafter referred to as "Lessee"),

WITNESSETH:

WHEREAS, County and Lessee entered into Lease Agreement No. 67956 on January 3, 1995, for an operation of a fixed base operation on approximately 2.32 acres of land as shown on Exhibit "A", at El Monte Airport, El Monte, California; and,

WHEREAS, County has received Lessee's notice of intention to exercise its second right to renew for an additional period of five (5) years, the term to begin on January 1, 2005; and

WHEREAS, Lessee desires to reduce the total land area, specifically, the tie-down spaces, from thirty-eight (38) tie-downs to twenty-seven (27);

NOW, THEREFORE, in consideration of the payment of rental and performance of the terms, covenants, and conditions hereinafter contained, to be kept and performed by the respective parties hereto, it is mutually agreed as follows:

1.

Section 1 – Leased Premises is to be deleted in its entirety, and substituted with the following:

“1. LEASED PREMISES

County leases to Lessee, for the term and upon the conditions hereinafter provided, the following property at El Monte Airport, El Monte, California 91731 as described herein and shown on Exhibit A attached:

Land: approximately 2.02 acres of improved land (87,860 sq. ft.),
including twenty-seven (27) tie-down spaces.
Hangar: 6400 sq. ft. (80' x 80')
Office: 1600 sq. ft. (20' x 80') ”

(Note: A new Exhibit A replaces the old Exhibit A in its entirety.)

2.

Commencing on the date of Board approval, the monthly rent will be \$3,982.28. The monthly rent shall be subject to a CPI adjustment on January 1 of each year of the remaining option years, in accordance with Section 8(c) of the Lease.

3.

It is mutually understood and agreed that all other terms, conditions and provisions of the original Lease Agreement No. 67956 shall remain in full force and effect, except as herein expressly modified.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Lessee has executed this Amendment No. 2 to Lease No. 67956, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment No. 2 to be executed on its behalf on the day, month, and year first written above.

Dated _____

COUNTY OF LOS ANGELES:

BY: _____
Chairman, Board of Supervisors

Dated _____

**LESSEE:
FLEET AVIATION SERVICES AND
TRAINING, INC.**

BY: _____
Linda Frank

Its:

ATTEST:

VIOLET VARONA-LUKENS

Executive Officer-Clerk of the
Board of Supervisors

BY: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

BY: _____
Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

ss.

On

12/3/04

Date

, before me,

Sandra Ibarra, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

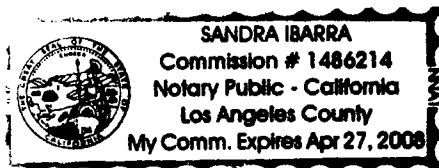
Linda Beth Frank

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment No 2 to lease No 67956

Document Date:

12/3/04

Number of Pages:

3

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

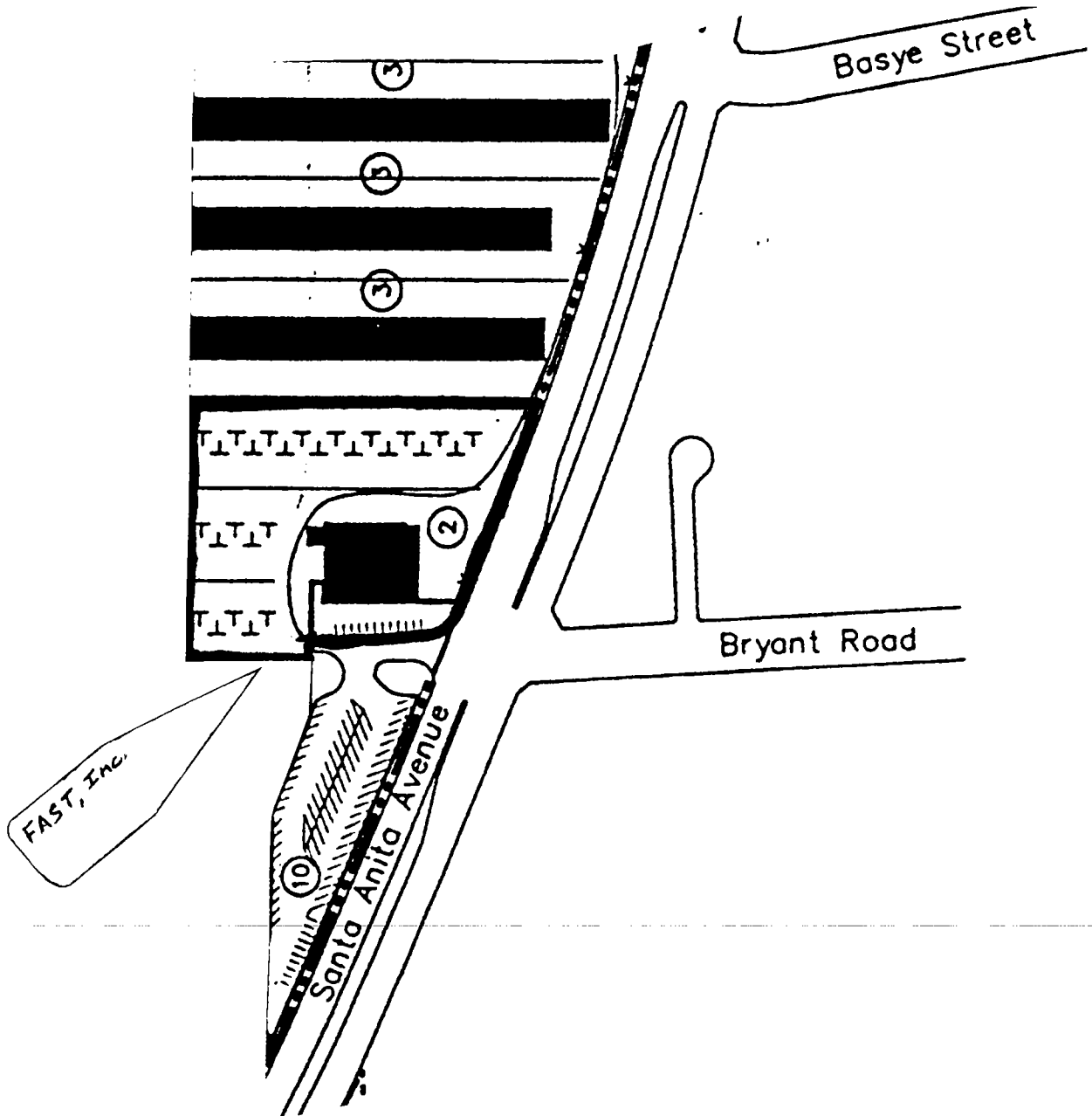
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

LEASED AREA



FBO FACILITY – F.A.S.T., INC.

Land Area: Approximately 2.02 Acres including 27 Tie-Down Spaces
Hangar: 6,400 Square Feet
Office: 1,600 Square Feet

EXHIBIT A